

ConnectWise 3rd Party Product Additional Terms and Conditions

The following terms supplement the Master Software License and Assurance Agreement between your organization ("Partner") and ConnectWise ("ConnectWise"). In the event of a conflict between these terms and the Master Software License and Assurance Agreement, these term(s) shall control with respect to any 3rd party offerings ("Offerings") sold by ConnectWise to Partner.

1. License Models

Offerings distributed by ConnectWise may be offered under the following licensing models depending on the individual Offering requirements:

- I. **Software as a Service ("SaaS").** SaaS Offerings give Partner the right to access and use the SaaS Offering by Partner paying a monthly fee to ConnectWise, its authorized reseller or distributor. SaaS is billed monthly.
- II. **Subscription Licensing.** "Subscription License" means, Partner has a license to access and use the Offering for a designated term by paying a fixed monthly or annual fee to ConnectWise, its authorized reseller or its distributor.
- III. **Perpetual Licensing.** "Perpetual License" means Partners license for a specific version of an Offering indefinitely for a license fee established by ConnectWise, its authorized reseller or its distributor. A separate maintenance fee shall be necessary for access to support and maintenance.

2. Overage and Usage Fees

In the event that Partner exceeds the authorized use or quantity limitation for the Offering they have procured, Partner shall pay an additional amount or amount equal to the cost of one month's service for each quantity deployed in excess of the authorized use set forth in the applicable agreement ("Monthly Excess Usage Fees"). The Monthly Excess Usage Fees shall be invoiced in the month following such Monthly Excess Usage Fees incurred and paid by Partner upon receipt of invoice.

3. Discounting

All discounts quoted by ConnectWise to Partner apply only to the quantity specified on a given quote. Subsequent purchases will not qualify for discounting unless explicitly specified in writing by ConnectWise.

4. Downgrades & Cancellations

Downgrades and Cancellations are only permitted on Offerings. All downgrades and cancellations require a minimum of 60days Notice (30 days' Notice may be permitted by ConnectWise depending on the Offering) by the Partner to ConnectWise. "Notice" means Partner and ConnectWise have electronically signed an agreement documenting the downgrade or cancellation.

Product Specific Modifications

1. Acronis Backup, CentreStack, and Green Cloud

By purchasing any of the listed products through ConnectWise, you agree to the following terms:

- Overage usage applies to all products through ConnectWise. Refusal to comply with overage cleanup by deleting or updating license counts may result in account suspension. Partners have 30 days to comply after initial contact by ConnectWise sales.
- Overages will be charged by corresponding tiered block or by device whichever is provided by vendor on usage report.
- Billing charges will be added to the following monthly invoice unless an upgrade quantity agreement has been signed prior to billing cycle.
- Some trials have a period of 30 days and will convert to a full production with billing starting the following calendar month. Unless product trial is canceled in first 30 days.

2. Auvik, Bitdefender, Cylance, domotz, DropSuite, Entrust, ESET, HitmanPro, Hornet Security (formerly The Email Laundry,) Hyalito, IBM MaaS360, Malwarebytes, MSP ToolShed, Reflexion, Storage Guardian, Vipre, and Webroot

By purchasing any of the listed product through ConnectWise, you agree to the following terms:

- Overage usage applies to all products through ConnectWise. Refusal to comply with overage cleanup by deleting or updating license counts may result in account suspension. Partners have 30 days to comply after initial contact by ConnectWise sales.

3. eFolder, Axcient, Replibit

By purchasing any eFolder products through ConnectWise, you agree to the following terms:

- Overage usage applies to all products through ConnectWise. Refusal to comply with overage cleanup by deleting or updating license counts may result in account suspension. Partners have 30 days to comply after initial contact by ConnectWise sales.
- Overages will be charged by corresponding license quantity, tiered block, or by device whichever is provided by vendor on usage report.
- Billing charges will be added to the following monthly invoice unless an upgrade quantity agreement has been signed prior to billing cycle.
- eFolder products have an initial term commitment.

4. Infracore and StorageCraft

By purchasing the listed products through ConnectWise, you agree to the following terms:

- Overage usage applies to all products through ConnectWise. Refusal to comply with overage cleanup by deleting or updating license counts may result in account suspension. Partners have 30 days to comply after initial contact by ConnectWise sales.
- Overages will be charged by corresponding tiered block or by device whichever is provided by vendor on usage report.
- Billing charges will be added to the following monthly invoice unless an upgrade quantity agreement has been signed prior to billing cycle.
- Infracore has a 1 year or 3 year term commitment based on the initial agreement.
- GRE protection by StorageCraft has a 12 month commitment followed by a month-to-month term thereafter.

- ShadowXafe has a 1 year commitment for a minimum dollar amount, allowing any combination of products to be used in aggregate, and either the minimum commit amount or the individual quantity times the individual price, whichever is higher, to be used in billing,

5. Veeam

By purchasing the Veeam products through ConnectWise, you agree to the following terms:

- Overage usage applies to all Veeam products through ConnectWise. Refusal to comply with overage cleanup by deleting or updating license counts may result in account suspension. Partners have 30 days to comply after initial contact by ConnectWise sales.
- Overages will be charged by corresponding license quantity or by device whichever is provided by vendor on usage report.
- Billing charges will be added to the following monthly invoice unless an upgrade quantity agreement has been signed prior to billing cycle.